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 ~~AMENDMENT TO PAID UP OIL AND GAS LEASE~~ <sup>PGS. 4</sup> <sup>\$28.00</sup>

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, a certain Paid Up Oil and Gas Lease dated March 21, 2007, was executed by and between the undersigned, C. Leann O'Shea, as Lessor and Chesapeake Exploration, L.L.C., successor by merger of Chesapeake Exploration Limited Partnership, as Lessee and recorded in Document Number D207176170 in the Deed Records of Tarrant County, Texas, covering lands more specifically described therein (the Lease).

NOW, THEREFORE, Lessee and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 11 of the Lease shall be deleted in its entirety, and replaced with the following paragraph:

"Lessee agrees to commence the actual drilling of one (1) well, exploring for oil and gas within the lease premises and lands pooled therewith at a mutually agreed location, on or before two (2) years from the date of this lease and to diligently prosecute the drilling of same to a depth sufficient to test the Barnett Shale formation, unless oil or gas in paying quantities is found at a lesser depth. Lessee further agrees to drill a minimum of five wells (inclusive of the initial well), and thereafter as many wells as would a reasonably prudent operator under the same or similar circumstances on or from the leased premises within the period described in Section 10 of the lease."

2. Paragraph 14 of the Lease shall be deleted in its entirety, and replaced with the following paragraph:

"Notwithstanding any other section of this Lease, Lessor retains, and Lessee waives, all rights to the surface, except to the extent of specific surface rights granted to Lessee in this Section 14. There is no broad grant of a surface easement in the leased premises to Lessee implied in this Lease. Specifically, Lessor and Lessee agree as follows: (a) Lessee has the non-exclusive right to two (2) drill site locations of not more than four (4) acres each. The drill site locations shall be no larger than four acres, and they shall be reduced to two and a half (2.5) acres after all drilling and completion operations are complete on the location; (b) prior to drilling, Lessee shall survey the exact location of the two (2) drill sites, the location of which shall be mutually agreed upon by Lessor and Lessee taking into consideration the interest of both Lessor and Lessee, specifically including the interest of the Lessor in developing the surface of the land. Lessor shall have the absolute right to locate any drill site where Lessor and Lessee cannot agree upon such location; (c) Lessee shall have the right to utilize 20 foot wide strips for the purpose of laying pipelines, building roads and lines benefiting the lands covered by this lease which strips shall be mutually agreed upon by Lessor and Lessee taking into consideration the interest of both Lessor and Lessee. Lessor shall have the absolute right to locate any strips where Lessor and Lessee cannot agree on such location; and (d) except for the drill sites and 20 foot easements described in this Section 14 and as hereafter surveyed, Lessee agrees not to use, enter upon, or occupy any portion of the surface of the leased premises and shall not place any fixtures, equipment, buildings or structures thereon. However, this partial waiver of surface rights shall not be construed as a waiver of the right of Lessee to exploit, explore for, develop or produce such oil or gas with wells drilled on the drill sites, including, but not limited to, directional or horizontal wells bottomed beneath or drilled through any part of the leased premises (other than the surface). In addition, Lessee agrees to build and pay for fencing (and pay all maintenance) to secure all of Lessee's equipment on each drill site from access by the public or animals. The fencing shall be located as close as practicable to any equipment of Lessee or its contractors."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

NOW THEREFORE, for good and valuable consideration in hand paid to the undersigned by Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, the undersigned do hereby revive, adopt, ratify and confirm said Lease as amended in all of its terms and provisions as a valid and subsisting lease and do hereby lease, grant, demise and let the land described on Exhibit A unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as previously amended and amended herein; and,

This Amendment to the Oil and Gas Lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this the 29<sup>th</sup> day of June, 2010

LESSOR:

C. Leann O'Shea

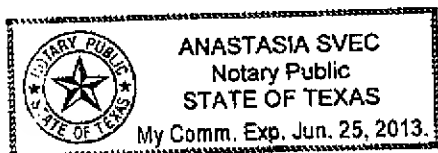
By: C. Leann O'Shea  
C. Leann O'Shea

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF Tarrant

This agreement was acknowledged before me on the 29<sup>th</sup> day of June, 2010, by C. Leann O'Shea.

Anastasia Svec  
Notary Public of Texas



LESSEE:

CHESAPEAKE Exploration, L.L.C.,  
an Oklahoma limited company

By: [Signature] ss rep  
Henry J. Hood Senior Vice President-  
Land and Legal & General Counsel [Signature]

ACKNOWLEDGMENT

STATE OF OKLAHOMA                     )  
   )     §  
COUNTY OF OKLAHOMA                     )

This instrument was acknowledged before me on this 17 day of March, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.



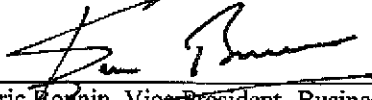
Erin Clayton  
Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

TOTAL E&P USA, INC., a Delaware corporation

By:

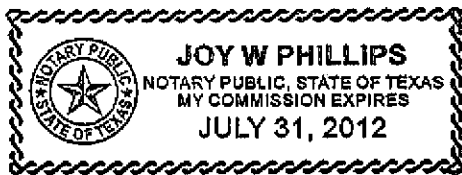
  
Eric Bonnin, Vice President- Business  
Development and Strategy

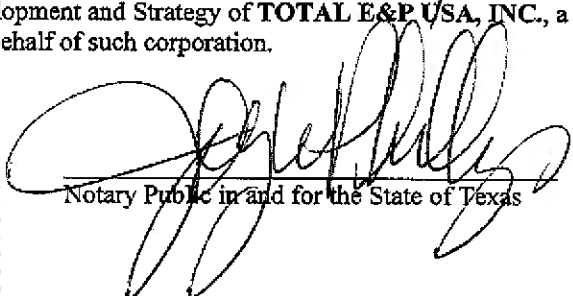
**ACKNOWLEDGMENT**

STATE OF TEXAS                    )

COUNTY OF HARRIS    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.



  
Notary Public in and for the State of Texas